

taking possession of and continuing to conduct pig finishing operations at the facility. In connection therewith, Grower has executed the Easement/Assignment attached hereto as Exhibit "B".

- c. If NFP, upon default of the Grower, chooses to exercise this option, it shall pay an annual rental of \$ 500 per year to Grower for the remaining term of the contract so long as NFP is in possession of the premises. In addition, so long as NFP is in possession of the facilities, it shall pay when due all real estate taxes and property damage insurance and shall keep the facility in as good a condition as when NFP came into possession, excepting normal wear, tear and depreciation.
- d. Because of the unique nature of the agreement between the parties, Grower understands and agrees that the rights and remedies granted herein, including in this Paragraph 9 shall be specifically enforceable and may be enforced by injunctive relief or otherwise in the event that Grower fails or refuses to cooperate with regard to surrender of possession of the facility upon his default.

10. **DISPUTE RESOLUTION.**

In the event of a dispute as to the meaning of contract terms, a party may request mediation or arbitration if so required by law. The right to mediate or arbitration shall not, however, apply to a parties default of this Agreement unless required by law.

11. **CONFIDENTIALITY.**

Grower agrees to maintain as strictly confidential the details of this Agreement and will not share information regarding this Agreement or any other information coming into Grower's possession regarding the procedures or operations of NFP with other Growers or industry personnel.

12. **ASSIGNMENT.**

The parties understand and acknowledge that NFP may freely assign this contract. Any assignment on the part of Grower requires the advanced written approval of NFP, which approval shall not be unreasonably withheld.

13. **WAIVER.**

No waiver of any term or provision of this Agreement shall be effective unless set forth in a written document signed by the party charged thereby. Any waiver shall be limited to the circumstance or event specifically referred in the written waiver document and shall not be deemed a waiver of any other term or provision of this Agreement of the same circumstance or event upon any recurrence thereof.

14. **ENTIRE AGREEMENT.**

The foregoing constitutes the entire agreement between the parties. No modification of any of the terms or conditions contained herein may be made except by subsequent written documents signed by both parties.

15. **SUCCESSORS BOUND.**

The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs,